## 05-44481-rdd Doc 7239 Filed 03/13/07 Entered 03/14/07 16:05:04 Main Document IN THE UNITED STATES BANKRUPTCY இழுந் gouthern District of New York

In re:	) Chapter 11
	)
Delphi Corporation, et al.	) Case No. 05-44481 (RDD)
•	) (Jointly Administered)

Response to 9<sup>th</sup> Omnibus Objection to Claims by Delphi Corporation, *et al*; Sierra Liquidity Fund, LLC (Assignee); Lakeshore Graphic, Ind. (Assignor), Claim No. 2589

from: Sierra Liquidity Fund, LLC (Assignee); Lakeshore Graphic, Ind. (Assignor), Claim No. 2589, 2699 White Road, Ste. 255, Irvine, CA 92614, (949) 660-1144, ext. 17, fax: 949-660-0632, saugust@sierrafunds.com, tgarza@sierrafunds.com

to: Chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004

Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Attn: General Counsel)

Counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, IL 60606 (Attn: John Wm. Butler, Jr., John K. Lyons, and Randall G. Reese)

re: Sierra Liquidity Fund, LLC (Assignee); Lakeshore Graphic, Ind. (Assignor), Claim No. 2589

date: Wednesday, February 28th, 2007

Sierra Liquidity Fund, LLC ("Sierra") has received the Debtor's 9<sup>th</sup> Omnibus Objection to claims requesting that the above claim in the amount of \$2,703.75 be reduced and modified on the basis that the claim and asserted liability are not owing pursuant to the Debtor's books and records.

Sierra Liquidity Fund, LLC (Assignee) and Lakeshore Graphic, Ind. (Assignor) ("Lakeshore") Object to this Objection.

- 1. Please find attached sufficient documentation supporting the filed Proof of Claim # 2589 in an amount of \$2,703.75.
- 2. <u>Upon review of the filed Proof of Claim and supporting documentation, we dutifully request that Debtors and the Court allow Claim # 2589 for the full filed amount of \$2,703.75 as liquidated and undisputed.</u>
- 3. To expedite this matter, we suggest a Stipulation Agreement be prepared for the amount of \$2,703.75 and sent immediately to Sierra's attention for signature.
- 4. Copies of the following have been enclosed with this response: The Notice of 9<sup>th</sup> Omnibus Objection to Claim # 2589, the transfer agreement executed between Sierra Liquidity Fund, LLC (Assignee/Transferee) and Lakeshore Graphic, Ind. (Assignor), Proof of Claim # 2589 as originally filed by Sierra Liquidity Fund, LLC as Assignee and Attorney-In-Fact for Lakeshore Graphic, Ind. (Assignor) and the supporting documentation requested for claim # 2589 evidencing the amount of \$2,703.75 owed on Claim # 2589 filed by Sierra Liquidity Fund, LLC; Assignor: Lakeshore Graphic, Ind. The supporting documents in Proof of Claim # 2589 include Invoices, Purchase Orders, and Proof of Deliveries.
- 5. Sierra and Lakeshore see no basis on behalf of the Debtor for the proposed reduction and modification of Claim # 2589, as the supporting claim documentation (Invoices, Purchase Orders, and Proofs of Deliveries) clearly show a preponderance of evidence that the claim in the amount of \$2,703.75 remains due and owing as a valid unpaid pre-petition unsecured claim.
- 6. Sierra and Lakeshore do not object to the proposed Modified Debtor for which Claim # 2589 is against.

Please contact any of the following at your earliest convenience to resolve the objection.

Sierra Liquidity Fund, LLC Assignee and Attorney-In-Fact for Lakeshore Graphic, Ind..

Scott August Tammy Garza Jim Riley
949-660-1144, ext. 17 949-660-1144 ext. 22 949-660-1144 ext. 16
saugust@sierrafunds.com tgarza@sierrafunds.com jriley@sierrafunds.com

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SOUTHERN DISTRICT OF NEW YORK		
	x :	
In re	:	Chapter 11
DELPHI CORPORATION, et al.,	:	Case No. 05-44481 (RDD)
Debtors.	:	(Jointly Administered)
	: x	

LIMITED STATES BANKDUDTOV COUDT

#### NOTICE OF OBJECTION TO CLAIM

Lakeshore Graphic Ind:

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), are sending you this notice. According to the Debtors' records, you filed one or more proofs of claim in the Debtors' reorganization cases. Based upon the Debtors' review of your proof or proofs of claim, the Debtors have determined that one or more of your claims identified in the table below should be disallowed and expunged as summarized in that table and described in more detail in the Debtors' Ninth Omnibus Objection To Certain Claims (the "Ninth Omnibus Objection"), a copy of which is enclosed (without exhibits). The Debtors' Ninth Omnibus Objection is set for hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time) before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. AS FURTHER DESCRIBED IN THE ENCLOSED NINTH OMNIBUS OBJECTION AND BELOW, THE DEADLINE FOR YOU TO RESPOND TO THE DEBTORS' OBJECTION TO YOUR CLAIM(S) IS 4:00 P.M. (PREVAILING EASTERN TIME) ON MARCH 15, 2007. IF YOU DO NOT RESPOND TIMELY IN THE MANNER DESCRIBED BELOW, THE ORDER GRANTING THE RELIEF REQUESTED MAY BE ENTERED WITHOUT ANY FURTHER NOTICE TO YOU OTHER THAN NOTICE OF ENTRY OF AN ORDER.

The enclosed Ninth Omnibus Objection identifies six different categories of objections. The category of claim objection applicable to you is identified in the table below in the column entitled "Basis For Objection":

Claims identified as having a Basis For Objection of "Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim.

Claims identified as having a Basis For Objection of "Untimely Insufficiently Documented Claim" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim, and also were not timely filed pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof, dated April 12, 2006 (Docket No. 3206) (the "Bar Date Order").

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Claims identified as having a Basis For Objection of "Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Untimely Books and Records Claim" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records and were also not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Untimely Claim" are those Claims were not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Claims Subject to Modification" are those Claims for which (a) the Debtors have determined were overstated or were denominated in foreign currencies and the Debtors seek to modify to a fully liquidated, U.S.-denominated amount, and/or (b) the Debtors seek to appropriately re-classify the total amount of such remaining Claims, and/or (c) the Debtors seek to specify the appropriate Debtor by case number.

Date	Claim	Asserted Claim	Basis For	Tre	atment Of Clai	m
Filed	Number	Amount <sup>1</sup>	Objection	Modified Debtor	Modified Amount	Modified Nature
4/10/2006	2589	\$2,703.75	Claims Subject to Modification	05-44567	\$1,352.25	General Unsecured

4 MECHATRONIC.

If you wish to view the complete exhibits to the Ninth Omnibus Objection, you can do so on <a href="https://www.delphidocket.com">www.delphidocket.com</a>. If you have any questions about this notice or the Ninth Omnibus Objection to your claim, please contact Debtors' counsel by e-mail at delphi@skadden.com, by telephone at 1-800-718-5305, or in writing to Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton). Questions regarding the amount of a claim or the filing of a claim should be directed to Claims Agent at 1-888-249-2691 or www.delphidocket.com. CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

THE PROCEDURES SET FORTH IN THE ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 2002(m), 3007, 7016, 7026, 9006, 9007, AND 9014 ESTABLISHING (I) DATES FOR HEARINGS REGARDING OBJECTIONS TO CLAIMS AND (II) CERTAIN NOTICES AND PROCEDURES GOVERNING OBJECTIONS TO CLAIMS, ENTERED DECEMBER 7, 2006 (THE "CLAIMS OBJECTION PROCEDURES ORDER"), ARE APPLICABLE TO YOUR PROOFS OF CLAIM THAT ARE SUBJECT TO OBJECTION BY THE DEBTORS PURSUANT TO THE OBJECTION SET FORTH ABOVE. A COPY OF THE CLAIMS OBJECTION PROCEDURES

<sup>&</sup>lt;sup>1</sup> Asserted Claim Amounts listed as \$0.00 generally reflect that the claim amount asserted is unliquidated or is denominated in a foreign currency.

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ORDER IS INCLUDED HEREWITH. THE FOLLOWING SUMMARIZES THE PROVISIONS OF THAT ORDER BUT IS QUALIFIED IN ALL RESPECTS BY THE TERMS OF THAT ORDER.

If you disagree with the Ninth Omnibus Objection, you must file a response (the "Response") and serve it so that it is actually received by no later than 4:00 p.m. (Prevailing Eastern Time) on March 15, 2007. Your Response, if any, to the Ninth Omnibus Claims Objection must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Claims Objection Procedures Order, (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel) and (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton).

Your Response, if any, must also contain at a minimum the following: (i) the title of the claims objection to which the Response is directed; (ii) the name of the claimant and a brief description of the basis for the amount of the claim; (iii) a concise statement setting forth the reasons why the claim should not be disallowed and expunged, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the claims objection; (iv) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that you need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that you must disclose to the Debtors all information and provide copies of all documents that you believe to be confidential, proprietary, or otherwise protected and upon which you intend to rely in support of the claim; (v) to the extent that the claim is contingent or fully or partially unliquidated, the amount that you believe would be the allowable amount of such claim upon liquidation of the claim or occurrence of the contingency, as appropriate; and (vi) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the claim.

If you properly and timely file and serve a Response in accordance with the above procedures, and the Debtors are unable to reach a consensual resolution with you, the hearing on any such Response will automatically be adjourned from the March 22, 2007 hearing date to a future date to be set pursuant to the Claims Objection Procedures Order. With respect to all uncontested objections, the Debtors have requested that the Court conduct a final hearing on March 22, 2007 at 10:00 a.m. (prevailing Eastern time).

IF ANY PROOF OF CLAIM LISTED ABOVE ASSERTS CONTINGENT OR UNLIQUIDATED CLAIMS, YOU ARE REQUIRED BY THE CLAIMS OBJECTION PROCEDURES ORDER TO INCLUDE THE AMOUNT THAT YOU BELIEVE WOULD BE THE ALLOWABLE AMOUNT OF SUCH CLAIM UPON LIQUIDATION OF THE CLAIM OR OCCURRENCE OF THE CONTINGENCY, AS APPROPRIATE, IN ANY RESPONSE TO THE OBJECTION. PURSUANT TO THE CLAIMS OBJECTION PROCEDURES ORDER, THE DEBTORS MAY ELECT, IN THEIR SOLE DISCRETION, TO PROVISIONALLY ACCEPT SUCH AMOUNT AS THE ESTIMATED AMOUNT OF YOUR PROOF OF CLAIM PURSUANT TO SECTION 502(c) OF THE

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BANKRUPTCY CODE FOR ALL PURPOSES OTHER THAN ALLOWANCE, BUT INCLUDING VOTING AND ESTABLISHING RESERVES FOR PURPOSES OF DISTRIBUTION. YOUR PROOF OF CLAIM WOULD REMAIN SUBJECT TO FURTHER OBJECTION AND REDUCTION, AS APPROPRIATE, AND TO SECTION 502(j) OF THE BANKRUPTCY CODE. THE DEBTORS' ELECTION WOULD BE MADE BY SERVING YOU WITH A NOTICE IN THE FORM ATTACHED TO THE CLAIMS OBJECTION PROCEDURES ORDER.

The Bankruptcy Court will consider only those Responses made as set forth herein and in accordance with the Claims Objection Procedures Order. If no Responses to the Ninth Omnibus Objection are timely filed and served in accordance with the procedures set forth herein and in the Claims Objection Procedures Order, the Bankruptcy Court may enter an order sustaining the Ninth Omnibus Objection without further notice other than notice of the entry of such an order as provided in the Claims Objection Procedures Order. Thus, your failure to respond may forever bar you from sustaining a claim against the Debtors.

LAKESHORE GRAPHIC IND SIERRA LIQUIDITY FUND 2699 WHITE RD STE 255 IRVINE CA 92614

#### Transfer of Claim

### Delphi Corporation, et al.

This agreement (the "Agreement") is entered into between Loweshere Crachic, Inc. ("Assignor") and Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC or assignee ("Assignee") with regard to the following matters:

- 2. Assignee shall be entitled to all distributions made by the Debtor on account of the Claim, even distributions made and attributable to the Claim being allowed in the Debtor's case, in an amount in excess of the Claim Amount. Assignor represents and warrants that the amount of the Claim is not less than the Claim Amount, that this amount is the true and correct amount owed by the Debtor to the Assignor, and that no valid defense or right of set-off to the Claim exists.
- 3. Assignor further represents and warrants that no payment has been received by Assignor or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim, in whole or in part, to any third party, that Assignor owns and has title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or to impair its value.
- 4. Should it be determined that any transfer by the Debtor to the Assignor is or could have been avoided as a preferential payment, Assignor shall repay such transfer to the Debtor in a timely manner. Should Assignor fail to repay such transfer to the Debtor, then Assignee, solely at its own option, shall be entitled to make said payment on account of the avoided transfer, and the Assignor shall indemnify the Assignee for any amounts paid to the Debtor. If the Bar Date for filing a Proof of Claim has passed, Assignee reserves the right, but not the obligation, to purchase the Trade Claim for the amount published in the Schedule F.
- 5. Assignor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this agreement, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of the Debtor (financial or otherwise), any other matter relating to the proceedings, the Debtor, or the likelihood of recovery of the Claim. Assignor represents that it has adequate information concerning the business and financial condition of the Debtor and the status of the Proceedings to make an informed decision regarding its sale of the Claim.
- 6. In the event that the Claim is disallowed, reduced, subordinated, or impaired for any reason whatsoever, Assignor agrees to immediately refund and pay to Assignee, a pro-rata share of the Purchase Price equal to the ratio of the amount of the Claim disallowed divided by the Claim, plus 8% interest per annum from the date of this Agreement. The Assignee, as set forth below, shall have no obligation to otherwise defend the Claim, and the refund obligation of the Assignor pursuant to this section shall be absolutely payable to Assignee without regard to whether Assignee defends the Claim. The Assignee or Assignor shall have the right to defend the claim, only at its own expense and shall not look to the counterparty for any reimbursement for legal expenses.
- 7. To the extent that it may be required by applicable law, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim. Assignor grants unto Assignee full authority to do all things necessary to enforce the Claim and Assignor's rights thereunder. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that the Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings or in any other dispute arising out of or relating to the Claim, whether or not suit or other proceedings are commenced, and whether in mediation, arbitration, at trial, on appeal, or in administrative proceedings. Assignor agrees to

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take such reasonable further action, as may be necessary or desirable to effect the Assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

- 8. Assignor shall forward to Assignee all notices received from the Debtor, the court or any third party with respect to the Claim, including any ballot with regard to voting the Claim in the Proceeding, and shall take such action with respect to the Claim in the proceedings, as Assignee may request from time to time. Assignor acknowledges that any distribution received by Assignor on account of the Claim from any source, whether in form of cash, securities, instrument or any other property or right, is the property of and absolutely owned by the Assignee, that Assignor holds and will hold such property in trust for the benefit of Assignee and will, at its own expense, promptly deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.
- 9. In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceedings is commenced, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case filed on account of the Assignor), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney fees.
- 10. The terms of this Agreement shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.
- 11. Assignor hereby acknowledges that Assignee may at any time further assign the Claim together with all rights, title and interests of Assignee under this Agreement. All representations and warranties of the Assignor made herein shall survive the execution and delivery of this Agreement. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.
- 12. This contract is not valid and enforceable without acceptance of this Agreement with all necessary supporting documents by the Transferee, as evidenced by a countersignature of this Agreement. The Assignee may reject the proffer of this contract for any reason whatsoever.
- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement may be brought in any state or federal court located in California, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Agreement, and in any action hereunder, Assignor and Assignee waive any right to demand a trial by jury.

If you have filed a Proof of Claim please check here: \_\_\_\_\_\_

### Please include invoices, purchase orders, and/or proofs of delivery that relate to the claim.

Assignor hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objection thereto and its right to receive notice pursuant to rule 3001 of the rules of the Bankruptcy procedure.

Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC, et al. 2699 White Rd, Ste 255. Irvine, CA 92614 949-660-1144 x17; fax: 949-660-0632 jriley@sierrafunds.com 10/20/05

Agreed and Acknowledged.

Sierra Liquidity Fund. LLC. Sierra Asset Management. LLC, et al

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	istrict Of New York	PROOF OF CLAIM
Name of Debtor	Case Number	This Space For Court Use Only
Delphi Corporation & Delphi Mechatronic Systems, Inc.	05-44481 & 05-44567	
NOTE: This form should not be used to make a claim for an administrative expethe case. A "request" for payment of an administrative expense may be filed purs	uant to 11 U.S.C. § 503.	
Name of Creditor (The person or other entity to whom the debtor owes money of property): LAKEShORE GRAPHIC FINE. +  Sierra Liquidity Fund  Name and Address where notices should be sent:	Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Sierra Liquidity Fund 2699 White Road - Suite 255 Irvine, CA 92614 Telephone Number: 949-660-1144 x 17	Check box if you have never received any notices from the bankruptcy court in this case.  Check box if the address differs from the address on the envelope sent to you by the court.	This Space For Court Use Only
Last four digits of account or other number by which creditor identifies		This space roll could use only
dehtor:	Check here Treplaces if this claim mannends a pre	eviously filed claim dated;
1. Basis for Claim		
∑ Goods sold	Retiree benefits as defined in 11	
Services performed	Wages, salaries, and compensati	
○ Money loaned	Last four digits of your SS #:	
Personal injury/wrongful death	Unpaid compensation for service	es performed
□ Taxes	fromto	
C) Other	(date)	(date)
2. Date debt was incurred: Various	3. If court judgment, date obtai	
4. Classification of Claim. Check the appropriate box or boxes that be See reverse side for important explanations.  Unsecured Nonpriority Claim \$ 25  ○ Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.  Unsecured Priority Claim. ○ Check this box if you have an unsecured claim, all or part of which is	Secured Claim.  Check this box if your claim is setoff).  Brief Description of Collateral:  Real Estate Motor Value of Collateral \$	is secured by collateral (including a right of
entitled to priority	secured claim, if any: \$	
Amount entitled to priority \$	<ul> <li>Up to \$2,225* of deposits toward propersonal, family, or household utilities or penalties owed to governation.</li> <li>Other - Specify applicable paragraps * Amounts are subject to adjustment on 4/1 with respect to cases commenced on or</li> </ul>	mental units ~ 11 U.S.C. § 507(a)(8).  ph of 11 U.S.C. § 507(a)().  1/07 and every 3 years thereafter
5. Total Amount of Claim at Time Case Filed: \$		2, 70 3. 75
(Unsecured)  Check this box if claim includes interest or other charges in addition to the pr		(Priority) (Total) zed statement of all interest or additional charges.
6. Credits: The amount of all payments on this claim has been credited and ded 7. Supporting Documents: Attach copies of supporting documents, such as prostatements of running accounts, contracts, court judgments, mortgages, securi DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not availa attach a summary.  8. Date-Stamped Copy: To receive an acknowledgment of the filing of your cland copy of this proof of claim	unissory notes, purchase orders, invoices, ity agreements, and evidence of perfection the, explain. If the documents are voluminaim, enclose a stamped, self-addressed en	itemized o of lien. nous. vetope
Date:  Sign and print the name and title, if any, of the creditor of power of afformey, if any):	or other person authorized to file this claim (	апасн сору

### PROOF OF CLAIM - Summary of Attached Invoices and Documents

Lakeshore Graphic, Ind. Sierra Liquidity Fund, LLC (Assignee)

INVOICE NUMBER	DATE	Α	MOUNT	PURCHASE ORDER NUMBER
105156	08/11/05	\$	450.00	9571 - 56238
105649	09/13/05	\$	450.75	9571 - 056239
105755	09/21/05	\$	450.75	9571 - 56277
105756	09/21/05	\$	450,75	9571 - 56238
105757	09/21/05	\$	450.75	9571 - 56276
105963	10/04/05	\$	450.75	9571 - 56239
	Sub-Total	\$	2,703.75	

7 2005 14:11/ST.14:07/NO.6347470947 P FROM" hase Order 05-44481-rdd Doc 7239 Filed 03/13/07 Entered 03/14/07 16:05:64 Main Decument D-U-N-B911.02015393417 Automotive Systems Delphi Automotive Systems T.I.N. No. 38-3589834 Page: 1 LAKESHORE GRAPHIC IND 9571- 56239 617 HANCOCK ST Purchase Order No. This number must appear on all invoices, correspondence, packing slips, shipping documents and containers 1 SANDUSKY OH 44870 7/14/05 Purchase Order Revision: DELPHI MECHATRONIC SYSTEMS o: Invoice in Duplicate To: 615 ELCA LANE, SUITE A DELPHI MECHATRONIC SYSTEMS BROWNSVILLE 615 Elca Lane Suite A Brownsville, TX 78521 XT 78521 USA Ship Via or Number Terms FOT COLL Tax Exempt ID Number MNS-2 Date of Order 1633 7/14/05 antity U/M Part Number / Description **B/P** Rev Level **Unit Price** Extended Price / Tax ER TO PC AEH65100-019 LBL HOUSING ORANGE EDULE 01 Prices valid from 7/14/05 To 12/31/05 Quantity 1000.000 Price .45075 8 OF FEB 61,00 DELPHI WILL NOT PAY FREIGHT CHARGES APPEARING ON INVOICES.

FREIGHT SHOULD BE BILLED DIRECTLY BYCARRIER TO CASS LOG. \*\*

TERMS - TTOP(Title Transfer Our Plant): "Title transfers when goods ve at buyer's reciving dock."

liers are to ship per Delphi logistics coordinator routing instructions.

\*\*VENDOR MUST SEND CERTIFICATE OF ORIGIN FOR GOODS PRIOR TO INITIAL SHIPMENTS\*\* ATTN IMPORT/EXPORT TO THE SHIP TO ADDRESS ON PURCHASE ORDER. \*\*BLANKET ORDER\*\* This is a long term commitment. Releases for Delphi weekly requirements will be generated and transmitted electronically. This contract is governed by Delphi Terms Conditions. Supplier must comply with Delphi Global Supply Management Customer Specific Requirements. For these documents, reference website: www.delphi.com Click on "SUPPLIERS" in the header, then "SUPPLIER

is order expressly limits acceptance to the terms stated on the face and reverse te hereof. Any additional or different terms proposed by seller are rejected unless pressly assented to in writing.

is order and/or releases against this order are not to be filled at higher prices an shown on Purchase Order or Release without written approval of buyer.

is order is subject to terms, conditions, and instructions on the face and verse side hereof.

The above Order Number, Line Number and Release Number must appear on all invoices, bills of lading, cases, bundles, packing lists and all other correspondence.

E - Carlos A

Buver

pa

2 (12/01)

FROM 7 2005 14:11/ST.14:07/NO.6347470947 P сна**зв итпет** 05-44<u>48</u>1 ого омесь Дол 3,239 Filed 03/13/07 Entered 03/14/07 16 05 04 Mai Pacument D-U-NP3gNb100f129-3417 Automotive System Delphi Automotive Systems T.I.N. No. 38-3589834 Page: 2 LAKESHORE GRAPHIC IND 9571- 56239 617 HANCOCK ST Purchase Order No., This number must appear on all invoices, correspondence, packing slips, shipping documents and containers 1 SANDUSKY OH 44870 7/14/05 Purchase Order Revision: \_ To: DELPHI MECHATRONIC SYSTEMS Invoice in Duplicate To: 615 BLCA GANE, SUITE A DELPHI MECHATRONIC SYSTEMS BROWNSVILLE 615 Elca Lane Suite A Brownsville, TX 78521 'I'X 78521 USA Ship Via <del>TGD~COLL.</del> ior Number Tax Exempt D Number IN Date of Order 18:53

PRODUCT VERIFICATION. Delphi or its customers have the right to verify purchase products at your facility at any time with notification in advance. This will not preclude rejections by Delphi. UNLESS OTHERWISE NOTIFIED BY DELPHI PURCHASING, ALL PPAP SUBMISSIONS MUST BE "LEVEL 3" IN ACCORDANCE WITH AIAG PPAP. PARTS SHOULD NOT BE SHIPPED UNTIL PPAP APPROVAL IS GRANTED.

Part Number / Description

----- TOOL MAINTENANCE -----RESPONSIBLE FOR TOOL MAINTENANCE AS SUPPLIER IS LONG AS THE TOOL IS IN THE SUPPLIER'S POSSESSION. MAINTENANCE COVERS TOOLS THAT WERE BUILT TRANSFERRED TOTHE SUPPLIER. ALL COSTS ARE CONSIDERED TO BE INCLUDED IN THE PIECE PRICE. 

SUPPLIER OF DIRECT AUTOMOTIVE MATERIAL MUST HAVE ISO/TS16949 CERTIFICATION OR ISO9001:2000 AS A MINIMUM OR A PLAN TO GET ISO/TS16949 CERTIFICATION

Suppliers must comply with 100% ON TIME delivery on all orders.

If supplier is UNABLE to meet the schedules communicated, it is the responsibility of the supplier to notify FC&L (scheduling) personnel immediately and receive instructions for alternate routing method.

is order expressly limits acceptance to the terms stated on the face and reverse to hereof. Any additional or different terms proposed by seller are rejected unless prossly assented to in writing.

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is order is subject to terms, conditions, and instructions on the face and verse side hereof.

The above Order Number, Line Number and Release Number must appear on all invoices, bills of lading, cases, bundles, packing lists and all other correspondence.

<u>E - Carlos A. Gr</u>

В

**B/P Rev Level** 

Unit Price

Extended Price / Tax

By: \_\_\_\_\_\_ parting pa

2 (12/01)

antity

U/M

o, Adams

LAKE SHORE GRAPHIC INDUSTRIES, INC.

617 Hancock Street, Sandusky, Ohio 44870

www.lakeshoregraphic.com

Phone: (419) 626-8631 • Toll Free: 800-684-5287 • Fax: (419) 626-1087

105963

PAGE: 1

**INVOICE DATE: 10/4/2005** 

CLIENT NO: 4142

CONSULTANT

ANN STAHL-LORENZ

SHIP TO: 4142

(unless otherwise specified)

DELPHI MECHATRONIC SYSTEMS

C/O ACCOUNTS PAYABLE 615 ELCA LANE SUITE A

**BROWNSVILLE TX 78521** 

TO: **DELPHI MECHATRONIC SYSTEMS** C/O ACCOUNTS PAYABLE 615 ELCA LANE SUITE A **BROWNSVILLE TX 78521** 

ERED SHIPPED UNIT 1 M/1000 ITEM

AEH65100-019

DESCRIPTION

**ORANGE LABEL** 

**UNIT PRICE** 

**AMOUNT** 

450.75 450.75

PO: 9571-56239

. 9/27/2005 Shipped:

terms are net cash by the 10th of the month month of this invoice date. A FINANCE CHARGE of % which is 18% ARP will be applied to all accounts days past due.

450.75

SALES TAX

SUBTOTAL

0.00

TOTAL

450.75

JOB JACKET

SNAPRITE &



RITE | BUSINESS FORMS

GRAPHIC INDUSTRIES, INC.  617 Hancock Street, Sandusky, Ohio 44870  Phone: 419-626-8631  Fax: 419-626-1087		JOB NO P.O. NO	927-05	
Delph: Mechationic		☐ PARTI	ED COMPLET AL-BALANCE SHIPMENT-PAI ED PREVIOUS	TO FOLLOV
FORM NO. & DESCRIPTION	NO. OF CTNS.	FORMS PER CTN.	NUMBERING FROM / TO	QUANTITY SHIPPED
PIN - AUH 65-100-019 Orange labels			ITEMS WEDE DE	CEIVED
Thank You			ITEMS WERE RE DOD ORDER BY:	CEIVED

LAKE SHORE GRAPHIC INDUSTRIES, INC.

05-44481-rdd

617 Hancock Street, Sandusky, Ohio 44870

www.lakeshoregraphic.com

Phone: (419) 626-8631 • Toll Free: 800-684-5287 • Fax: (419) 626-1087

Doc 7239

105649

PAGE: 1

**INVOICE DATE: 9/13/2005** 

CLIENT NO: 4142

CONSULTANT

ANN STAHL-LORENZ

SHIP TO:4142

(unless otherwise specified)

DELPHI MECHATRONIC SYSTEMS

C/O ACCOUNTS PAYABLE 615 ELCA LANE SUITE A

**BROWNSVILLE TX 78521** 

TO: DELPHI MECHATRONIC SYSTEMS C/O ACCOUNTS PAYABLE 615 ELCA LANE SUITE A **BROWNSVILLE TX 78521** 

ERED SHIPPED UNIT 1 M/1000 ITEM

AEH65100-019

**ORANGE LABEL** 

DESCRIPTION

Pg 14 of 29

UNIT PRICE

**AMOUNT** 

450.75 450.75

PO: 9571-056239 . 9/6/2005 Shipped:

terms are net cash by the 10th of the month month of this invoice date. A FINANCE CHARGE of % which is 18% ARP will be applied to all accounts days past due. \*\*\*\*\*\*\*\*PLEASE PAY FROM THIS INVOICE\*\*\*\*\*\*\*\*\*\*\*\*

JOB JACKET

SUBTOTAL

450.75

SALES TAX

0.00

**TOTAL** 

450.75

DESIGNERS • MANUFACTURERS

SNAP-RITE



RITE | BUSINESS FORMS

Providing Printed Solutions Since 1979

LAKE SHORE GRAPHIC INDUSTRIES, INC. 617 Hancock Street, Sandusky, Ohio 44870 Phone: 419-626-8631 Fax: 419-626-1087		DATE	9-6-05 9-571-05	u ps
Delph: Mechatron's Systems  1015- & Ica Lane, suite A  Brownsmille, Texas 78521		□ PARTIA	ED COMPLETI AL-BALANCE T SHIPMENT-PAI ED PREVIOUS	ro FOLLOW
FORM NO. & DESCRIPTION	NO. OF CTNS.	FORMS PER CTN.	NUMBERING FROM / TO	QUANTITY SHIPPED
19 EH 65 100019 orange labels				
Thank You			ITEMS WERE RE DOD ORDER BY:	CEIVED

(WED) DEC 7 2005 14:12/ST.14:07/NO.6347470947 P. FPOM 05-44481-rdd Doc 7239 Filed 03/13/07 Entered 03/14/07 16:05:04 LM Hit Dod ment hase Order & Dalphi Machatronic Systems D-U-N-9P1901629629417 Automotive Systems T.I.N. No. 38-3589834 Detphi Automotive Systems Page: 1 LAKESHORE GRAPHIC IND 9571- 56277 617 HANCOCK ST Purchase Order No. This number must appear on all invoices, correspondence, packing slips, SANDUSKY OH 44870 shipping documents, and containers Q1 Purchase Order Revision: \_\_ DELPHI MECHATRONIC SYSTEMS Invoice in OPPER HOT MECHATRONIC SYSTEMS 615 ELCA LANE, SUITE A 615 Elca Lane Suite A BROWNSVILLE Brownsville, TX 78521  $\mathbf{X}\mathbf{T}$ 78521 USA FGT COLL Ship Via ROUTING IN Terms DEST MNS-2 or Number Tax Exempt ID Number Date of Order 8/17/05 1633 Extended Price / Tax Unit Price **B/P Rev Level** intity Part Number / Description ER TO PC AEH65100-024 LBL HOUSING GREEN 01EDULE Prices valid from 8/16/05 To 12/31/06 Quantity 1.000 Price .03680 S OF FEB 01,00 DELPHI WILL NOT PAY FREIGHT CHARGES APPEARING ON INVOICES. FREIGHT SHOULD BE BILLED DIRECTLY BYCARRIER TO CASS LOG. \*\* ) TERMS - TTOP(Title Transfer Our Plant): "Title transfers when goods ve at buyer's reciving dock. pliers are to ship per Delphi logistics coordinator routing instructions. \*\*VENDOR MUST SEND CERTIFICATE OF ORIGIN FOR GOODS PRIOR TO INITIAL SHIPMENTS\*\* ATTN IMPORT/EXPORT TO THE SHIF TO ADDRESS ON PURCHASE ORDER. \*\*BLANKET ORDER\*\* This is a long term commitment. Releases for Delphi weekly requirements will be generated and transmitted electronically. This contract is governed by Delphi Terms

Conditions. Supplier must comply with Delphi Global Supply Management Customer Specific Requirements. For these documents, reference www.delphi.com website: Click on "SUPPLIERS" in the header, then "SUPPLIER

STANDARS" is order expressly limits acceptance to the terms stated on the face and reverse te hereof. Any additional or different terms proposed by seller are rejected unless pressly assented to in writing.

is order and/or releases against this order are not to be filled at higher prices an shown on Purchase Order or Release without written approval of buyer.

ris order is subject to terms, conditions, and instructions on the face and verse side hereot.

The above Order Number, Line Number and Release Number must appear on all invoices, bills of lading, cases, bundles, packing lists and all other correspondence.

M - Rodrigo Villasegor

Buyer

By: Julissean /

**ORIGINAL** 

52 (12/01)

nase Order 05-44481-rdd Doc 7239 F			ed 03/13/07 Entered 03/14/07 <b>16:05</b> D-U-N-9 <b>-10</b> 5-05\$9417			Automotive Systems		
* **	Delphi Automotive		T.1.N. No. 38-			Page:	2	
617	ESHORE GRAPHIC HANCOCK ST DUSKY OH 44870	IND	Thi: ship	rchase Order No. s number must appear on oping documents and con rchase Order Revision:	all invoices, corretainers 0.1	espondence, pack B/17/05	ing slips,	
615	PHI MECHATRONIC ELCA LANE, SUI NSVILLE		lnv	oice in D <b>ystics pi</b> ff ME 615 Elca Brownsvil	Lane Sui	te A	;	
тX	78521	USA						
	FGT COLL		TING IN		Terms	MNS-2	7.405	
or Number Intity U/M	1633	Tax Exempt ID Nu  Part Number / Descrip			Date of C		ed Price / Tax	
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	sly limits acceptance to the ter dditional or different terms pro ed to in writing.			The above Order Number, invoices, bills of ladir correspondence.				
	releases against this order ar urchase Order or Release w			M - Rodrigo Buyer	·* ···			
	oject to terms, conditions, a	• • • • • • • • • • • • • • • • • • • •	·	By:	<i>g/ubs</i> u	um)/_		

(WED) DEC 7 2005 14:13/ST. 14:07/NO. 6347470947 P 9

verse side hereof.

## LAKE SHORE GRAPHIC INDUSTRIES, INC.

617 Hancock Street, Sandusky. Ohio 44870

www.lakeshoregraphic.com

Phone: (419) 626-8631 • Toll Free: 800-684-5287 • Fax: (419) 626-1087

105755

PAGE: 1

+ 14 L 10 0 0 E

**INVOICE DATE:** 9/21/2005

CLIENT NO: 4142

CONSULTANT 3

ANN STAHL-LORENZ

**BROWNSVILLE TX 78521** 

TO:
DELPHI MECHATRONIC SYSTEMS
C/O ACCOUNTS PAYABLE
615 ELCA LANE SUITE A

**BROWNSVILLE TX 78521** 

SHIP TO: 4142 (unless otherwise specified)
DELPHI MECHATRONIC SYSTEMS
C/O ACCOUNTS PAYABLE
615 ELCA LANE SUITE A

RED	SHIPPED UNIT	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
	1 M/1000	AEH65100-024	GREEN LABELS	450.75	450.75

PO: 9571-56277 Shipped: . 9/1/2005

terms are net cash by the 10th of the month nonth of this invoice date. A FINANCE CHARGE of 5 which is 18% ARP will be applied to all accounts	SUBTOTAL	450.75
iays past due. ********PLEASE PAY FROM THIS INVOICE************************************	SALES TAX	0.00
JOB JACKET	TOTAL	450.75

DESIGNERS • MANUFACTURERS

SNAP-RITE &



RITE BUSINESS FORMS

LAKE SHORE GRAPHIC INDUSTRIES, INC. 617 Hancock Street, Sandusky, Ohio 44870 Phone: 419-626-8631 Fax: 419-626-1087		JOB NO	UPS 9-1-05 9571-56	<u> </u>
Delphi Mechatronic System  615 Elca Lane, surt A  Brounswille, Tx 78521		□ PARTI.	ED COMPLET AL-BALANCE SHIPMENT-PA ED PREVIOUS	TO FOLLOW
FORM NO. & DESCRIPTION	NO. OF CTNS	FORMS PER CTN.	NUMBERING FROM / TO	QUANTITY SHIPPED
PIN-AL-H 65/00-024  Green Houing Labels  Thank You			ITEMS WERE REDOD ORDER BY:	CEIVED

(WED) DEC 7 2005 14:13/ST. 14:07/NO. 6347470947 P 12 FROM 05-44481-rdd Doc 7239 Filed 03/13/07 Entered 03/14/07 **L6:03:04 L.Main Doll I**ment ase Order Delphi Mechatronic Systems D-U-N-SRQ 20 1952917 Automotive Systems T.I.N. No. 38-3589834 Delphi Automotive Systems Page: 9571- 56276 LAKESHORE GRAPHIC IND 617 HANCOCK ST Purchase Order No. \_\_\_ This number must appear on all invoices, correspondence packing slips, shipping documents, and container 01 8/17/05 shipping documents, and container \$21 SANDUSKY OH 44870 Purchase Order Revision:\_ DELPHI MECHATRONIC SYSTEMS Invoice in Dpp: 1211 MECHATRONIC SYSTEMS 615 ELCA LANE, SUITE A 615 Elca Lane Suite A BROWNSVILLE Brownsville, TX 78521 USA TX78521 MNS-2 Terms ROUTING IN. Ship Via DEST FGT\_COLL 8/17/05 Date of Order Tax Exempt ID Number r Number 1633. Extended Price / Tax Unit Price B/P Rev Level Part Number / Description ntity T.BI. HOUSING PURPLE ER TO PC AEH65100-008 01 EDULE Prices valid from 8/16/05 To 12/31/06 .04620 1.000 Price Quantity S OF FEB 01,00 DELPHI WILL NOT PAY FREIGHT CHARGES APPEARING ON INVOICES. FREIGHT SHOULD BE BILLED DIRECTLY BYCARRIER TO CASS LOG. \*\* TERMS - TTOP(Title Transfer Our Plant): "Title transfers when goods ve at buyer's reciving dock.' liers are to ship per Delphi logistics ocordinator routing instructions. \*\*VENDOR MUST SEND CERTIFICATE OF ORIGIN FOR GOODS PRIOR TO INITIAL SHIPMENTS\*\* ATTN IMPORT/EXPORT TO THE SHIP TO ADDRESS ON PURCHASE ORDER. \*\*BLANKET ORDER\*\* This is a long term commitment. Releases for Delphi weekly requirements will be generated and transmitted electronically. This contract is governed by Delphi Terms and Conditions. Supplier must comply with Delphi Global Supply Management Customer Specific documents, reference Requirements. For these website: www.delphi.com Click on "SUPPLIERS" in the header, then "SUPPLIER STANDARS" is order expressly limits acceptance to the terms stated on the face and reverse The above Order Number, Line Number and Release Number must appear on all de hereof. Any additional or different terms proposed by seller are rejected unless

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an shown on Purchase Order or Release without written approval of buyer.

his order is subject to terms, conditions, and instructions on the face and verse side hereof.

invoices, bills of lading, cases, bundles, packing lists and all other correspondence.

M - Rodrigo Villasegor

Buyer

By: Jellesensnof

-7 2335 14:14/8T.14:07/NC.6347470947 P Filed 03/13/07 Entered 03/14/07 16:05:04 Nam Document 05-44481-rdd Doc 7239 ase Order X Delphi Mechatronic Systems D-U-N-S RQ 821195-3917 Automotive Systems T.I.N. No. 38-3589834 Delphi Automotive Systems Page: 2 ·9571- 56276 LAKESHORE GRAPHIC IND 617 HANCOCK ST Purchase Order No. \_ This number must appear on all invoices, correspondence, packing slips, shipping documents and containers 01 8/17/05 SANDUSKY OH 44870 Purchase Order Revision: \_ DELPHI MECHATRONIC SYSTEMS Invoice in Dynesproi MECHATRONIC SYSTEMS 615 ELCA LANE, SUITE A 615 Elca Lane Suite A BROWNSVILLE Brownsville, TX 78521 USA TX 78521 Ship Via Terms FGT COLL ROUTING IN DEST 8/17/05 Date of Order Tax Exempt IO Number r Number 1633 Extended Price / Tax Unit Price **B/P Rev Level** Part Number / Description U/M

PRODUCT VERIFICATION. Delphi or its customers have the right to verify purchase products at your facility at any time with notification in advance. This will not preclude rejections by Delphi. UNLESS OTHERWISE NOTIFIED BY DELPHI PURCHASING, ALL PPAP SUBMISSIONS MUST BE "LEVEL 3" IN ACCORDANCE WITH AIAG PPAP. PARTS SHOULD NOT BE SHIPPED UNTIL PPAP APPROVAL IS GRANTED.

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M - Rodrigo Villasegor

Buyer

By: Jefforsenony/

**ORIGINAL** 

2 (12/01)

05-44481-rdd Doc 7239 Filed 03/13/07 Entered 03/14/07 16:05:04cEMain Document

-7 2005 14:14/ST.14:07/KO.6347470947 P 14

Pg 22 of 29.

(WED) DEC

LAKE SHORE GRAPHIC INDUSTRIES, INC.

617 Hancock Street, Sandusky, Ohio 44870

DELPHI MECHATRONIC SYSTEMS

C/O ACCOUNTS PAYABLE

**BROWNSVILLE TX 78521** 

615 ELCA LANE SUITE A

TO:

www.lakeshoregraphic.com

none: (419) 626-8631 • Toll Free: 800-684-5287 • Fax: (419) 626-1087

105757

PAGE: 1

**INVOICE DATE:** 9/21/2005

CLIENT NO: 4142

CONSULTANT

ANN STAHL-LORENZ

SHIP TO:4142

(unless otherwise specified)

DELPHI MECHATRONIC SYSTEMS

C/O ACCOUNTS PAYABLE 615 ELCA LANE SUITE A

**BROWNSVILLE TX 78521** 

RED	SHIPPED UNIT	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
	1 M/1000	AEH65100-009	PURPLE HOUSING LABEL	450.75	450.75

PO: 9571-56276

\$hipped: . 9/14/2005

terms are net cash by the 10th of the month nonth of this invoice date. A FINANCE CHARGE of which is 18% ARP will be applied to all accounts ays past due. 

SUBTOTAL

SALES TAX

0.00

TOTAL.

450.75

450,75

JOB JACKET

SNAP RITE



**BUSINESS FORMS** 

O5-44481-rdd Doc 7239 Filed 03/13/07 Entered Pg 23 of 29  LAKE SHORE GRAPHIC INDUSTRIES, INC. 617 Hancock Street, Sandusky, Ohio 44870 Phone: 419-626-8631 Fax: 419-626-1087		7 2005 14:14 ST. 14:07/NS. 6347470947 P 1 ed 03/14/07 16:05:04/4 Main Document  DELIVERY RECEIPT  DATE 9-14-05  JOB NO P.O. NO. 9571-56276  SHIPPED COMPLETE  PARTIAL-BALANCE TO FOLLOW  LAST SHIPMENT-PARTIAL SHIPPED PREVIOUSLY			
Delphi Mechatropic  615 Elca Lane, suiteA  Brainsmile, Ty 78521					
Pln. AEH-65100-009  Purple Howns Lakel				1,000	
Thank You			TEMS WERE RE OOD ORDER BY:		
			SIGNATURE		

WHITE-INVOICE CANARY-LAKE SHORE FILE PINK-CUSTOMER

FROM - 7 2005 14:18/ST.14:07/NO.6347470947 P 16 (WED) DEC chase Order 05-44481 - rdd - r Doc 72239 Filed 03/13/07 Entered 03/14/07 15:03:54. Man Local thent D-U-N-19 dy 22 40 29 f 528 98 4 1 7 \_ Automotive Systems T.I.N. No. 38-3589834 Delphi Automotive Systems Page: 1 LAKESHORE GRAPHIC IND 9571- 56238 Purchase Order No. 617 HANCOCK ST This number must appear on all invoices, correspondence, packing slips, shipping documents and container 1 SANDUSKY OH 44870 7/14/05 Purchase Order Revision: DELPHI MECHATRONIC SYSTEMS 0; Invoice in Duplicate To: MECHATRONIC SYSTEMS 615 ELCA SANE, SUITE A BROWNSVILLE 615 Elca Lane Suite A Brownsville, TX 78521  $\Upsilon \Upsilon$ 78521 USA Ship Via PGT COLL Terms PEST Ship Via POTATING IN Tax Exempt 1D Number MNS-2or Number Date of Order 1633 <del>7/14/05-</del>antity Part Number / Description **B/P Rev Level Unit Price** Extended Price / Tax ER TO PC AEH65100-022 LBL CODE HOUSING BLUE EDULE 01. Prices valid from 7/14/05 To 12/31/05 Quantity 1000.000 Price .45075 8 of feb 01.00 delphi will not pay freight charges appearing on invoices. FREIGHT SHOULD BE BILLED DIRECTLY BYCARRIER TO CASS LOG. \*\* TERMS - TTOP(Title Transfer Our Plant): "Title transfers when goods ve at buyer's reciving dock." liers are to ship per Delphi logistics coordinator routing instructions. \*\*VENDOR MUST SEND CERTIFICATE OF ORIGIN FOR GOODS PRIOR TO INITIAL SHIPMENTS\*\* ATTN IMPORT/EXPORT TO THE SHIP TO ADDRESS ON PURCHASE ORDER. \*\*BLANKET ORDER\*\* This is a long term commitment. Releases for Delphi weekly requirements will be generated and transmitted electronically. This contract is governed by Delphi Terms Conditions. Supplier must comply Delphi

Global Supply Management Customer Specific Reguirements. For these documents, reference website: www.delphi.com Click on "SUPPLIERS" in the header, then "SUPPLIER

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s order is subject to terms, conditions, and instructions on the face and erse side haraof.

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<u>E - Carlos A</u> Buyer

By:

2 (12/01)

- 7 2005 14:15.ST.14:3T/W0.6347470947 P 17 FROM Filed 03/13/07 Entered 03/14/07 16 05:04 Main Bocument **~**"**~~** '05-4448⊈-rada meDaa:7239 D-U-PPG 25 00f-295-3417 Delphi Automotive Systems Automotiva Systems T.I.N. No. 38-3589834 Page: 2 LAKESHORE GRAPHIC IND 617 HANCOCK ST 9571- 56238 Purchase Order No. This number must appear on all invoices, correspondence, packing slips, SANDUSKY OH 44870 shipping documents and containers 1 7/14/05 Purchase Order Revision:\_ DELPHI MECHATRONIC SYSTEMS To: 615 ELCA LANE, SUITE A Invoice in Duplicate To: DELPHI MECHATRONIC SYSTEMS BROWNSVILLE 615 Elca Lane Suite A Brownsville, TX 78521 TX 78521 USA Ship Via ior Number FOT COLL Terms Tax Exempt 10 Number TN Date of Order <del>1833</del> antity U/M <del>7/14/05</del> Part Number / Description **B/P Rev Level Voit Price** Extended Price / Tax

> PRODUCT VERIFICATION. Delphi or its customers have right to verify purchase products at your facility at any time with notification in advance. This will not preclude rejections by Delphi. UNLESS OTHERWISE NOTIFIED BY DELPHI PURCHASING, ALL PPAP SUBMISSIONS MUST BE "LEVEL 3" IN ACCORDANCE WITH AIAG PRAP. PARTS SHOULD NOT BE SHIPPED UNTIL PPAP APPROVAL IS GRANTED.

----- TOOL MAINTENANCE -----SUPPLIER IS RESPONSIBLE FOR TOOL MAINTENANCE AS LONG AS THE TOOL IS IN THE SUPPLIER'S POSSESSION. MAINTENANCE COVERS TOOLS THAT WERE BUILT TRANSFERRED TO THE SUPPLIER. ALL CONSIDERED TO BE INCLUDED IN THE PIECE PRICE. COSTS ARE ----- ISO/TS16949 -----

SUPPLIER OF DIRECT AUTOMOTIVE MATERIAL MUST HAVE ISO/TS16949 CERTIFICATION OR ISO9001:2000 AS A MINIMUM OR A PLAN TO GET ISO/TS16949 CERTIFICATION

Suppliers must comply with 100% ON TIME delivery on all orders. If supplier 18 UNABLE to meet the schedules communicated, it is the responsibility of the supplier to notify PC&L (scheduling) personnel immediately and receive instructions for alternate routing method.

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order and/or releases against this order are not to be filled at higher prices shown on Purchase Order or Release without written approval of buyer.

order is subject to terms, conditions, and instructions on the face and se side hereof.

The above Order Number, Line Number and Release Number must appear on all invoices, bills of lading, cases, bundles, packing lists and all other correspondence.

E - Carlos A. Buyer

8y:

12/01)

7 2005 14:15/ST.14:07/NO.6347470947 P 18 FROIT (MED) DEC 05-44481-rdd Doc 7239 Filed 03/13/07 Entered 03/14/07 16:05:06 deain Document

Pg 26 of 29

LAKE SHORE GRAPHIC INDUSTRIES, INC. Hancock Street, Sandusky, Ohio 44870

www.lakeshoregraphic.com

Phone: (419) 626-8631 • Toll Free: 800-684-5287 • Fax: (419) 626-1087

105156

PAGE: 1

**INVOICE DATE: 8/11/2005** 

**CLIENT NO:** 4142

CONSULTANT

ANN STAHL-LORENZ

SHIP TO: 4142

(unless otherwise specified)

**DELPHI MECHATRONIC SYSTEMS** 

C/O ACCOUNTS PAYABLE 615 ELCA LANE SUITE A

**BROWNSVILLE TX 78521** 

TO: DELPHI MECHATRONIC SYSTEMS C/O ACCOUNTS PAYABLE 17195 US HIGHWAY 98 WEST **FOLEY AL 36535** 

1 M/1000

ERED

SHIPPED UNIT

ITEM

DESCRIPTION

UNIT PRICE

**AMOUNT** 

AEH65100-022

**BLUE LABELS** 

450.00

450.00

PO: 9571-56238 Shipped: . 8/1/2005

terms are net cash by the 10th of the month month of this invoice date. A FINANCE CHARGE of % which is 18% ARP will be applied to all accounts lays past due.

\*\*\*\*\*\*\*\*PLEASE PAY FROM THIS INVOICE\*\*\*\*\*\*\*\*\*\*\*\*\*

**SUBTOTAL** 

450.00

SALES TAX

0.00

TOTAL

450.00

JOB JACKET

SNAPRITE &



**BUSINESS FORMS** 

05-44481 <sub>7</sub> rdd Doc 7239 Filed 03/13/0	7 Entere 1 27 of 29	DELINDATE	VERY RE 8-1-05	CEIPT
Delphi Mechationic  (e15 Elca Lane SuiteA  Braunsville, Ty 78521		SHIPPED COMPLETE  PARTIAL-BALANCE TO FOLLOW  LAST SHIPMENT-PARTIAL SHIPPED PREVIOUSLY		
FORM NO. & DESCRIPTION	NO. OF CTNS.	FORMS PER CTN.	NUMBERING FROM / TO	QUANTITY SHIPPED
PIN-AEH 165100-022 blue Labels				1,000
Thank You		-	ITEMS WERE REC DOD ORDER BY:	CEIVED

SIGNATURE

WHITE-INVOICE CANARY-LAKE SHORE FILE PINK-CUSTOMER

Pg 28 of 29

Filed 03/13/07 Entered 03/14/07 16:05:04:04-01

PAGE: 1

LAKE SHORE GRAPHIC INDUSTRIES, INC. 617 Hancock Street, Sandusky, Ohio 44870

05-44481-rdd Doc 7239

eet, Sandusky, Ohio 44870

www.lakeshoregraphic.com

CLIENT NO: 4142

105756

Phone: (419) 626-8631 • Toll Free: 800-684-5287 • Fax: (419) 626-1087

CONSULTANT 3
ANN STAHL-LORENZ

**INVOICE DATE: 9/21/2005** 

TO:
DELPHI MECHATRONIC SYSTEMS
C/O ACCOUNTS PAYABLE
615 ELCA LANE SUITE A
BROWNSVILLE TX 78521

SHIP TO: 4142 (unless otherwise specified)
DELPHI MECHATRONIC SYSTEMS
C/O ACCOUNTS PAYABLE
615 ELCA LANE SUITE A
BROWNSVILLE TX 78521

ERED	SHIPPED UNIT	ITEM	DESCRIPTION	UNIT PRIČE	AMOUNT
, <u></u>	1 M/1000	AEH65100-022	BLUE LABELS	450.75	450.75

**PO:** 9571-56238 **Shipped:** , 9/14/2005

terms are net cash by the 10th of the month

month of this invoice date. A FINANCE CHARGE of
% which is 18% ARP will be applied to all accounts
days past due.
\*\*\*\*\*\*\*\*\*PLEASE PAY FROM THIS INVOICE\*\*\*\*\*\*\*\*\*\*\*\*

TOTAL 450.75

JOB JACKET

SNAP-RITE



BUSINESS FORMS

LAKE SHORE GRAPHIC INDUSTRIES, INC. 617 Hancock Street, Sandusky, Ohio 44870 Phone: 419-626-8631 Fax: 419-626-1087		DELIVERY RECEIPT  DATE 9-10-05  JOB NO. P.O. NO. 9571-56278  SHIPPED COMPLETE  PARTIAL-BALANCE TO FOLLOW  LAST SHIPMENT-PARTIAL SHIPPED PREVIOUSLY		
Delph: Mechatronic  Cels Elca Lane, suitet  Brausville, Tx 78521				
FORM NO. & DESCRIPTION	NO. OF CTNS.	FORMS PER CTN.	NUMBERING FROM / TO	QUANTITY SHIPPED
PIN- AGIH-65100-022 Blue Howns Labels				1,000
Thank You			TEMS WERE REC	CEIVED

FROM